

## IMPLEMENTATION AGREEMENT

THIS AGREEMENT, is made and entered into this 25<sup>th</sup> day of September, A.D. 2000, between HOPKINS CROSSING LTD., a Florida Limited Partnership, hereinafter called "Developer", and LEON COUNTY, a political subdivision of the State of Florida, hereinafter called "County."

WHEREAS, in 1999, the Developer and County entered into an agreement pursuant to ss. 163.3220-3203, Florida Statutes, commonly referred to as a 163 Development Agreement; and

WHEREAS, the 163 Development Agreement was effective until such time as a Target Planning Area Planned Unit Development (TPA PUD) was approved by the County which was accomplished on July 29, 2000; and

WHEREAS, conditions of the County approval of the TPA PUD included performance of all items required by the 163 Development Agreement; and

WHEREAS, Developer is seeking County approval of the Final Plat and the parties deem it appropriate that the conditions and obligations of the 163 Development Agreement which have not yet been met be set forth in this Implementation Agreement (Agreement) so that the responsibilities of each and the timeframe for performance will be clear.

NOW THEREFORE, based on the foregoing, Developer and the County hereby agree as follows:

1. **Stormwater.** The stormwater management facility is to be dedicated to Leon County by a conservation easement which will allow the land to be used for a stormwater attenuation facility with a small treatment component. This requirement is further being implemented by a conservation easement entered into between the Developer, Leon County and the Florida Department of Environmental Protection. The conservation easement will be recorded following approval of the record plat and conveyance of the property from William D. Hopkins to Hopkins Crossing, Ltd. The conservation easement shall be recorded prior to recordation of the Final Plat.

In addition, the 163 Development Agreement requires the Developer to pay a pro rata share of the cost of maintenance of the stormwater management facility. Developer and the County have agreed upon the annual maintenance costs of \$24,167.85 to cover mowing, periodic changing of the filter, hydrologic monitoring every two weeks and opening the pipe as needed to implement the approved drawdown plan, looking for evidence of the reestablishment of beavers and beaver trapping and dam removal, as necessary. Developer and the County have further agreed that these costs shall be paid by Developer or the Hopkins Crossing Property Owners Association, at the sole Option of Developer, to the County in a lump sum for a 15-year period (15 times the yearly costs plus a one time \$5,000 payment) upon the County's acceptance of the stormwater management facility. Thereafter, Developer and its successors and assigns

shall have no further responsibility to pay for maintenance of the stormwater management facility.

The Final Plat includes dedication of easements necessary for operation and maintenance of the stormwater management facilities.

**2. Transportation.** In the 163 Development Agreement, transportation concurrency for Phase I was addressed as approved through the preliminary concurrency certificate and was to continue to be reserved for a time to allow for completion of the TPA PUD process. The County acknowledges that the TPA PUD is now in place and that transportation capacity as previously approved has now been reserved for a period of 10 years which is the build out date of Phase I of the Hopkins Crossing Subdivision.

Second, the parties recognized that successful implementation of Phase I depended on mitigation to resolve the existing roadway deficiencies on Commonwealth Boulevard, which roadway was within the City of Tallahassee's (City) jurisdiction. Developer had entered into a Conditional Concurrency Mitigation Agreement with the City, dated July 14, 1999. Mitigation included payment of \$95,000 to the City to reimburse it for installation of an existing traffic signal at Hartsfield Road and Capital Circle, N.W. Such payment must be made by Developer to the City prior to receipt of any Certificate of Occupancy in Phase I. Additionally, Developer shall construct the additional lanes which are required by the Conditional Concurrency Mitigation Agreement on Commonwealth Boulevard at Capital Circle N.W. prior to receipt of any Certificate of Occupancy in Phase I.

Third, Developer agreed, as part of the TPA PUD, to dedicate sufficient right-of-way along its property as required by the County for the eventual widening of Capital Circle N.W. to six lanes. This dedication to the County or the Florida Department of Transportation, at the County's sole option, must be accomplished prior to recordation of the Final Plat.

Fourth, the Developer has agreed, as part of the TPA PUD, to locate, design and construct a service road running from the current Waffle House location to a point across from Commonwealth Boulevard. Such a facility is depicted in the TPA PUD and Phase I includes a continuation of the service road to a point south of I-10. Design and construction of the portion of the road running from the Waffle House to a point across from Commonwealth Boulevard shall be required in Phase II of the TPA PUD.

Fifth, signalization of the intersection of Commonwealth Boulevard and Capital Circle N.W. shall be the responsibility of Developer. The signal has been warranted by the Florida Department of Transportation and the signal shall be installed at Developer's expense prior to receipt of any Certificate of Occupancy for Phase I.

Finally, the 163 Development Agreement called for internal roadways to be dedicated to Leon County. Those within Phase I are so dedicated in the Final Plat and a Performance Agreement for bonding of construction costs has been entered into on this same day and date between Developer and the County as to roadways in Phase I.

**3. Recreation.** Developer shall dedicate an agreed upon area to the County for a park along with a public access easement and shall further provide to the County the sum of \$15,000 to be used for picnic tables and construction of trails on approval of the park plan by County staff. Dedication of the park and payment of the \$15,000 to the County shall take place prior to issuance of any Certificate of Occupancy in Phase I. Developer requests that the County consider naming the facility for William D. Hopkins.

**4. Environmental.** In addition to the conservation easement covering the stormwater management facility, Developer will give the County and the Florida Department of Environmental Protection a conservation easement over additional agreed upon environmentally sensitive lands. Such conservation easement shall be recorded prior to Final Plat recordation.

**5. Design Standards.** Design standards were established in the Conceptual TPA PUD for non-residential and multi-family development. Developer commits to continuing adherence to these design standards for Phase II.

**6. Landscaping.** Developer has committed to provide a 30-foot wide landscaped area fronting Capital Circle N.W. requiring planting with canopy trees which be located as not to conflict with utility placement. Additionally, property fronting collector roads shall provide and maintain a 20-foot wide landscaped area, also planted with canopy trees, immediately adjoining the collector road. Developer commits to continuing adherence to these requirements for Phase II.

**7. Affordable Housing.** Developer committed to provide 150 multi-family residential units and pay a voluntary affordable housing assistance fee of \$100 for each multi-family unit into an escrow account for disbursement into a program acceptable to the County which must encourage affordable housing activities. This \$15,000 shall be paid to the County prior to receipt of any Certificate of Occupancy in Phase I.

**8. Impact Fees.** Should the County re-enact an impact fee for transportation or enact one for recreation, Developer shall pay such fee but receive credit against all fees for the value of right-of-way dedicated along its boundary with Capital Circle N.W., all costs associated with implementation of the conditional concurrency mitigation agreement referenced herein, all land, design and construction costs of the stormwater pond to accommodate current and future stormwater from Capital Circle N.W., and other dedications or donations (such as the park), which comprise the basis for such impact fees.

**9. Silvicultural Activities.** The 163 Development Agreement provided that William D. Hopkins, Developer's predecessor in title, would not have to cease future silvicultural activities subject to valid County and silvicultural permit on the property affected except as to a particular parcel on site for which a building permit was received. Nothing in this Agreement shall be construed to disallow Developer from applying for a silvicultural permit on its property subject to the same exception.

**10. Minority Business Enterprise/Equal Employment Opportunity.** Developer shall take all steps necessary to assure that the Minority Business Enterprise (MBE) and Equal

Employment Opportunity (EEO) requirements of the County are included in any construction contract entered into by it.

11. **Binding Effect.** The burdens of the Agreement shall be binding, and the benefits of this Agreement shall inure to, all successors in interest of the parties to this Agreement.

12. **Severability.** If any word, phrase, clause, section or portion of this Agreement shall be held invalid by a court of competent jurisdiction, such portion or word shall be deemed as a separate and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.

13. **Laws.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

14. **Enforcement.** In the event of a breach of this Agreement by a party, the other may sue to enforce this Agreement and the prevailing party shall be entitled to payment of attorneys' fees and costs by the non-prevailing party.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of the dates set forth below.

WITNESSES:

[Signature]  
Signature

Scott Boggio  
Printed Name

[Signature]  
Signature

William G. Brown, Jr.  
Printed Name

**HOPKINS CROSSING LTD.,  
A FLORIDA LIMITED PARTNERSHIP**

[Signature]  
By Hopkins Crossing Inc., a Florida Corporation,  
Its General Partner, By Gregory A. Greenfield,  
Its President

September 8, 2000  
Date

STATE OF GEORGIA  
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2000, by Gregory A. Greenfield, President of Hopkins Crossing Inc., a Florida Corporation, General Partner of Hopkins Crossing Ltd., a Florida Limited Partnership, who is personally known to me.



Victoria Parker  
(Signature of Notary)

\_\_\_\_\_  
(Print, Type or Stamp Name of Notary)



Attest:

Dave Lang  
Dave Lang, Clerk



LEON COUNTY

Jane H. Sauls  
By: Jane Sauls, Chair  
Board of County Commissioners

Approval as to form and legality:

Herbert Thiele  
Herbert Thiele, Esq.

9-20-00  
Date

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of September, 2000, by Jane Sauls, as Chair of the Board of County Commissioners of Leon County, who is personally known to me.

Linda Summerlin  
(Signature of Notary)

 Linda Summerlin  
MY COMMISSION # CC706682 EXPIRES  
February 13, 2002  
(Print, Type or Stamp Name of Notary)